UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

McCABE, WEISBERG & CONWAY, LLC **By: Lauren M. Moyer, Esq. (Atty.** **I.D.#LM2332)** **216 Haddon Avenue, Suite 201** **Westmont, NJ 08108** **856-858-7080** Attorneys for Movant: Lakeview Loan Servicing, LLC	
IN re: Nelson I Antonio aka Pedro I Antonio aka Pedro I Antonio De Los Santos aka Pedro Antonio De Los Santos Debtor	Case No.: 19-10706-ABA Chapter: 13 Judge: Andrew B. Altenburg Jr.

Recommended Local Form	☒ Followed	☐ Modified

ORDER RESOLVING MOTION TO VACATE STAY
WITH CONDITIONS

The relief set forth on the following pages, numbered two (2) through three (3) is

hereby **ORDERED**

DATED: February 20, 2020

Honorable Andrew B. Altenburg, Jr.
United States Bankruptcy Court

Applicant: Lakeview Loan Servicing, LLC.
Applicant's Counsel: Lauren M. Moyer, Esq.
Property Involved ("Collateral")   14 Kay Lane, Sicklerville, New Jersey 08081

Relief Sought: ☒ Motion for relief from the automatic stay

                      ☐ Motion to dismiss

                      ☐ Motion for prospective relief to prevent imposition of   automatic stay against the collateral by debtor's future bankruptcy filings

For good cause shown, it is **ORDERED** that the Applicant's Motion(s) is (are) resolved, subject to the following conditions:

1.   Status of post-petition arrearages:

    ☒ The Debtor is overdue for 4 months, from October 1, 2019 to January 1, 2020

    ☒ The Debtor is overdue for 4 payments at $1,601.11 per month.

    ☒ The Debtor has funds in suspense in the amount of $1,314.04

    Total Arrearages Due: <u>$5,090.40</u>

2.   Debtor must cure all post-petition arrearages, as follows:

    ☒ Beginning on February 1, 2020, regular monthly mortgage payment shall continue to be made in the amount of $1,804.54.

    ☒ The amount of $5,090.40 shall be capitalized in the debtor's Chapter 13 plan. The mortgagee's allowed secured claim shall be amended to include the capitalized post-petition payments listed in this Order to the Proof of Claim as filed. As a result of such capitalization, the Standing Chapter 13 Trustee shall adjust his/her records accordingly and make revised disbursements.

3.   Payments to the Secured Creditor shall be made to the following address(es):

    ☒   Regular monthly payment: Lakeview Loan Servicing, LLC.
                                           3637 Sentara Way, Suite 303
                                           Virginia Beach, BA 23452

    ☐   Monthly cure payment: Same as above

4.   In the event of Default:

    ☒   If the Debtor fails to make the immediate payment specified above or fails to make any regular monthly payment or the additional monthly cure payment within thirty (30) days of the date the payments are due, then the Secured Creditor may obtain an Order Vacating the Automatic Stay as to the Collateral by filing, with the Bankruptcy Court, a Certification specifying the Debtor's failure to comply with this Order. At the time the Certification is

filed with the court, a copy of the Certification shall be sent to the Chapter 13 Trustee, the Debtor and the Debtor's attorney.

☐   If the bankruptcy case is dismissed, or if the automatic stay is vacated, the filing of a new bankruptcy case will not act to impose the automatic stay against the Secured Creditor's opportunity to proceed against its Collateral without further Order of the Court.

5.   In the event the Debtor converts his/her case to a Chapter 11, the terms of the Order shall remain in full force and effect. In the event that the Debtor converts his/her case to a Chapter 7, Debtor shall cure all pre-petition and post-petition arrears within ten (10) days of conversion. Failure to cure the arrears shall constitute an event of default under this Order and Movant may certify default as set forth in paragraph 4 of this order.

6.   Award of Attorneys' Fees:

☒   The Applicant is awarded attorney fees of $350.00 and costs of $181.00.

     The fees and costs are payable:

          ☒   through the Chapter 13 plan.

☐   Attorneys' fees are not awarded.